

DRAFT SUMMARY CRITIQUE OF SHA TASK ORDER SCOPE OF SERVICES FOR GARRETT PARK SRTS SIDEWALKS PROJECT DESIGN - October 9, 2014

This Summary Critique of The SHA Task Order Scope of Services for the Garrett Park SRTS Sidewalks Project Design is a draft prepared by SRTS Sidewalks Advisory Committee member Dick Pratt (P.E., Retired) without opportunity at this time for review or commentary by other committee members. It may be modified in conjunction with committee review.

The Scope of Services in question was the basis of an SHA Notice to Proceed to the Engineer dated July 25, 2014. For whatever reason, the Scope of Services was unfortunately not made available to the Advisory Committee until it was provided by Citizen Activist Liz Overstreet on or around September 15. The document having not come through official channels, it has not been accompanied by any "back story" or other insight on why certain things are the way they are. For example, it is apparently not known at the Committee level whether SHA plans to fill any of the apparent gaps by doing some of the work themselves.

BACKGROUND

Mayor Benjamin and Town Administrator Gene Swearingen have in past meetings advised the Committee that to avoid indeterminate delays in SHA approval, the Town followed SHA's advice to not select its own Engineer for the project. Instead, the Engineer was picked by SHA from among pre-approved firm(s) currently having an open ended contract with SHA for as-needed services. The Task Order document critiqued here serves as the Scope of Services for the design work needed for the Garrett Park SRTS Sidewalks Project. This work is to be provided under the pre-approved open ended SHA contract with Century Engineering, Inc. (Century).

The Town was given no alternative once it agreed to having an Engineer under SHA contract. The Garrett Park SRTS Sidewalks Advisory Committee's own exploration of Century's qualifications, and presumably the Town's as well, has suggested that this firm seems satisfactorily qualified to do the work. However, with the Task Order Scope of Services now in hand, it can be seen that 49.6% of the contract value is being subcontracted to Century's disadvantaged business enterprise (DBE) sub-contractor, Sabra, Wang & Associates, Inc. (SWA). Of man-hours [sic], 73% are to be provided by SWA. Century states that they will provide "oversight/coordination services of" SWA, but also assigns "lead on this project" responsibility to SWA (per Century cover letter of July 23, 2014, paragraphs 3 and 2, respectively). Century will actually carry out only two tasks itself: "Stormwater Management" and "Erosion & Sediment Control." All other engineering and related tasks are assigned to sub-contractor SWA.

Perusal of the SWA Website suggests that SWA's primary areas of expertise are traffic operations, particularly traffic signal system deployment and intersection design and signing, construction engineering, and urban planning activities such as modeling. They have worked on at least one arterial highway design involving a sidewalk and were involved in design of the Gwynn Falls Trail in Baltimore. Historic area experience includes at least the preparation of conceptual streetscape renderings illustrating preservation of the historic integrity of the

Annapolis waterfront. The firm's Form 254 linked from their Website indicates there are no landscape architects or ecologists among SWA's 130 staff members.

SCOPE OF SERVICES REVIEW

In this review, scope completeness and omissions are addressed first without treating assumptions made in the scope about assignment of work to others as an issue of concern. Following that, Century's and SWA's simplifying assumptions and assumptions about work to be done by others are highlighted. Some of these assumptions involve work by and costs to the Town of Garrett Park.

Scope Completeness and Omissions: The two tasks that will actually be performed by Century, "Stormwater Management" and "Erosion & Sediment Control," are well described and appear to be complete. Although the descriptions may well be derived from "boilerplate" common to many proposals, they are adequately modified to match the needs of the sidewalk project at hand. Limiting assumptions will, as noted above, be identified later.

In contrast, the tasks assigned to SWA are not well delineated and focus heavily on what SWA assumes it will not have to do. The search function does not work on the PDF at hand for the Scope of Services, so statements here about key words omitted are based on visual review. That said, other than in the introductory itemization of pedestrian facilities involved, the critical word "sidewalk" does not even appear to be used by SWA.

One could be forgiven for feeling that the SWA task descriptions were taken from a highway design proposal without modification to reflect that design of sidewalks is the project objective.

With regard to the introductory itemization, it could be interpreted that rebuilding of the abandoned section of the Montrose Avenue sidewalk between Oxford and Oxford (where Oxford jogs) is omitted.

There is no mention in the SWA scope of examining issues like appropriate sidewalk widths in general or in specific locations. There is no discussion whatever about factors affecting sidewalk alignment except an inference that utility conflicts will be considered.

There is no mention of ADA requirements or response thereto except for the 100% plan sub-task "Submit[ital] for ADA waiver and 5 right-of-entry plans." There is no discussion of difficult driveway interfaces or of how solutions will be designed.

Mayor Benjamin is interested in having curbing included as part of the project. No mention of curbs is made in the SWA scope. They are only mentioned, in a generic way, as part of Century's stormwater management assumptions.

Minimizing impact on mature trees is key to an acceptable project. The word "tree" is not mentioned at all in the SWA proposal except to say "Obtaining tree permits will be performed by the Town of Garrett Park." The scope does say that "Vegetation that is impacted" will be

“note[d]” but there is no promise that trees will even be located on the plans, to say nothing of making the design responsive to the presence of trees.

It follows that tree root protection is not addressed, and it is not. Design of root bridging would seem to be ruled out by the assumption “Special provisions will not need to be developed for this assignment.” Root bridging may possibly be addressed in standard SHA plan details and special provisions, but there is no mention in the SWA scope of identifying situations requiring mitigation of whatever kind.

Neither the word “mitigation” nor related activities appear to be in the SWA scope at all. The cost and price documentations for both Century and SWA show no participation by a landscape architect or of staff in related fields such as an arborist.

Neither the word “historic” nor derivatives thereof nor any actions or considerations related to the fact the Garrett Park is on the National Register of Historic Places is present in either the Century or SWA letters or scopes of services. There is no recognition at all that Garrett Park is on the National Register. The closest that the overall document comes to addressing such matters is the statement by Century that The Town of Garrett Park will... be responsible for submittal of the construction plans to SHA’s Office of Planning for issuance of the NEPA document.”

It follows that there is no provision in the scope documents for adjusting the alignments of sidewalks to harmonize with the historic street plan and streetscape. There is no stated consideration of vertical alignment at all. SWA states it will “Develop horizontal alignment to be used as a reference only.” What does that mean?

No design objectives relating to visual impacts, historic impacts, or tree impacts are presented. As already discussed, no mitigation efforts except with regard to the Century stormwater and erosion-related tasks are addressed in the Scope of Services documents.

Simplifying Assumptions and Tasks Excluded: In this listing of simplifying assumptions and tasks excluded found in the Scope of Services, only problematic simplifying assumptions are included. For example, Century assumes that going from an open-section roadway to a closed-section roadway (e.g., with curbs) will not affect stormwater quality. This seems reasonable and not worthy of further comment here. Possibly less benign Century assumptions and exclusions are that:

- A variance from stormwater quantity management is acceptable.
- No special provisions are included.
- The scope does not include any services to address any findings or impacts determined by the resource agencies review process [see “Tasks Assumed to be Done or Provided by the Town,” below, first item].

SWA makes the following important assumptions:

- Special provisions will not need to be developed.
- This proposal does not include Semi Final and Final submittals. (Meaning?)
- SWA does not intend to perform right of way research based on as built plans and/or plat [sic].

Tasks Assumed to be Done or Provided by SHA: Century assumes the following work will be provided by SHA or parties engaged by SHA:

- Conduct of such topographic surveys needed for storm water management assessment in addition to topographic information in available government GIS and construction plan data.
- Performance of soil borings as may be needed to determine groundwater levels and infiltration rates.

SWA assumes the following work will be provided by SHA:

- Typical sections, maintenance of traffic (MOT) general notes, roadway plans, ramp details, and pavement details. [It would appear that this requirement was lifted directly from a highway design project scope.]
- Any pavement design, field surveys not listed in the scope [tree location?], utility designating, test holes, utility relocation design, roadway cores, and/or wetland delineations.

Tasks Assumed to be Done or Provided by the Town: Century assumes the following work will be provided by the Town of Garrett Park:

- Completion of coordination with the necessary environmental and resource agencies.
- Responsibility for submittal of the construction plans to SHA's Office of Planning for issuance of the NEPA document.

SWA assumes the following work will be provided by the Town of Garrett Park:

- Obtaining tree permits.
- Setting and re-establishing the construction baselines used for construction.
- All construction inspection.
- Field visits to assist the contractor with the layout of the proposed upgrades.
- Construction meetings.

CONCLUDING OBSERVATIONS

Responsibility for being “lead on this project,” 49.6% of the contract value, and 73% of man-hours are subcontracted by prime contractor Century Engineering, Inc. to Sabra, Wang & Associates, Inc. While the Century scope of services for the tasks it will do itself is credible, the SWA scope for all other tasks has critical omissions. Trees are barely addressed, and tree protection is not covered. Neither the Century scope nor the SWA scope gives any recognition to the fact that Garrett Park as a town, specifically including its streetscapes, is on the National Register of Historic places. There is no coverage of sidewalk width, vertical alignment, or of how the horizontal alignment will be designed to respond to topography, existence of mature trees, driveways sharply rising or dropping-off, ADA requirements, or the obligation to maintain integrity of the historic streetscapes.

The Town, at the time it was thought it would be contracting for the engineering services, drafted its own Scope of Work. While some on the Committee were desirous of strengthening certain aspects, the Town’s scope was a model of comprehensiveness and protection of town and citizen interests compared to the Century/SWA Scope of Services that SHA accepted. The Committee understands that the Town’s scope was submitted to SHA.

The “back story” of how the glaring deficiencies in the SWA scope came to be accepted in turn by Century, SHA, and the Town of Garrett Park (if indeed the Town has accepted the scope) are not known to the Garrett Park SRTS Sidewalks Advisory Committee. Indeed, the Committee did not have a copy of the overall Scope of Services in time to ask questions about it when an SHA representative was available at the committee meeting of September 15, 2014, despite the fact that it was dated July 25, 2014. Maybe there are understandings between the Town and SHA concerning the missing work elements. This would, however, seem exceedingly risky. The Scope of Services as it stands is a written agreement of record, and is thus the fallback position in the case of disagreement. It says what is written and omits what is left out.

It is my opinion that the Sidewalks Advisory Committee needs to decide if it agrees in significant measure with this draft critique, and if so, when and how to react. Should it immediately recommend that the scope be renegotiated, or alternatively, that SHA be asked to give the Town written assurance that the missing but essential work elements will be somehow provided (as by SHA staff) prior to 30% and then 100% plan completion? Or should the Committee hold its breath and see what happens when the 10% completion designs are made available for review? The Committee is clearly owed a full explanation, update, and discussion of what is going on in order that the Committee can fulfill its obligations to the Mayor, Town Council, and Citizenry.